

REMARKS

Claims 1-7, 9-12, 14, 73-80, and 133-140 were previously pending in the application. Claims 1, 73 and 133 have been amended and new claims 195-199 have been added by this response. Applicants submit that the new claims and claim amendments are supported by the originally filed specification and therefore, no new matter has been added in the new claims or by way of these amendments. Claims 8 and 13 have been previously canceled without prejudice or disclaimer. Claims, 15-72, 81-132 and 141-194 have been previously withdrawn. Applicants respectfully request reconsideration of the instant application in view of the following remarks.

Claim Rejections - 35 U.S.C. § 102

Claims 1, 5, 9-12, 73, 77, 80, 133, 137 and 140 have been rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Tavor, et al. Applicants submit that the pending claims are not anticipated by the cited reference.

In the October 16, 2006 Office Action, the Examiner stated in response to Applicants' arguments that:

...the applicant's bounceback may be a discount and Tavor's negotiations may optionally decrease the price as negotiations continue, so at some point during the negotiations, either initially or during the course of the negotiations multiple conditional purchase offers and multiple bouncebacks may exist and also new negotiations.

Applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., that Tavor's bounceback may not lead to a new negotiation) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims.

Applicants have amended independent claims 1, 73 and 133 and have added new independent claim 195 to further clarify distinctions over the cited art. Amended independent claim 1 recites, *inter alia*:

A method for using a computer to facilitate an on-line bounce back transaction, comprising:

transmitting a conditional purchase offer to acquire a first product or service, said conditional purchase offer including a customer-specified price ;

receiving an acceptance of said conditional purchase offer and a bounce back offer as part of an independent bounce back transaction to acquire a second product or service with a hyperlink to a cobranded web site;
... (emphasis added)

Applicants respectfully submit that cited reference does not teach, disclose or suggest transmitting a conditional purchase offer for a first product or service, said offer including a customer-specified price, and receiving an acceptance of the conditional purchase offer and a bounce back offer to acquire a second product or service as part of an independent bounce back transaction, as recited in amended independent claim 1.

Applicants submit that Tavor's negotiation process is focused on realizing a single seller-driven negotiation. More specifically, Tavor discloses, "The system [merchant/vendor] offers the product for a specific price, a price that may be optionally decreased as negotiation continues." (See, Tavor, Col. 4, lines 26-28). In order to facilitate the negotiation and motivate a buyer to accept the system's offer for that *single* product, Tavor's system "negotiates on many more parameters than simply price, itself." (See, Tavor, Col. 2, lines 21-22). For example, the system "may offer the user [a buyer] several presents or benefits in order to secure the sale." (See, Tavor, Col. 2, lines 23-24). As such, Applicants submit that Tavor's system is directed to combining an offer price and a discount incentive to secure a sale within a single transaction. Accordingly, Applicants submit that Tavor's negotiation and offering presents or discounts to secure a single sale does not anticipate submitting a conditional purchase offer, receiving an acceptance indication of

the conditional purchase offer and a bounce back offer to acquire a second product as part of an independent bounce back transaction, as recited in independent claim 1.

Moreover, Applicants submit that Tavor's system merely presents the incentive to the user in order that a single seller can secure a sale within a single transaction. Therefore, Tavor does not anticipate the claimed invention wherein the bounce back offer to acquire a second product may lead to a new transaction with a supplier-partner through hyperlinks or other means of making the cobranded supplier's products available to the user. Thus, the system of the claimed invention provides the opportunity for a user to purchase additional products, not simply offered as incentives, but as new opportunities with additional sellers as a distinct independent transaction. Applicants submit Tavor does not anticipate such a system.

For at least these reasons, Applicants submit that independent claim 1 is patentably distinct from the cited reference. Applicants submit that independent 73 and 133 are patentably distinct from the cited reference for at least similar reasons. Moreover, Applicants submit that claims 2-7, 9-12, 14, 74-80, and 134-140, which are directly or indirectly dependent on independent claims 1, 73, or 133 respectively, are also patentably distinct from the cited reference for at least similar reasons. Accordingly, Applicants respectfully request withdrawal of this ground of rejection.

Rejections under 35 USC § 103

Claims 2-3, 74-75, 134-135 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al. Claims 4, 6-7, 76, 78-79, 136, 138-139 have been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al., in view of Microsoft Office 2000 Professional Edition. Claim 14 has been rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over Tavor, et al., in view of Logan, et al. (US Patent No. 6,199,076).

Applicants respectfully submit neither Microsoft Office 2000 Professional Edition nor the Logan patent remedy the deficiencies identified above with regard to the Tavor, et al. patent. Applicants submit that claims 2-3, 4, 6-7, 14, 74-76, 78-79, 134-136, 138-139 are directly or directly dependent on independent claims 1, 73 or 133, respectively and are therefore patentably distinct from the cited references for at least similar reasons to those discussed above discussing deficiencies in Tavor, et al., with regard to the independent claims. Furthermore, Applicants submit that new claims 195-199 are also patentably distinct from the cited references for at least similar reasons. Since Applicants' current remarks overcome the pending rejections, Applicants reserve the right to provide additional bases for overcoming the Examiner's rejections based on the cited prior art. In summary, Applicants submit that the cited references, taken alone or in combination, do not teach, disclose or suggest the claim elements discussed above. Therefore, Applicants request withdrawal of the rejections on these grounds.

CONCLUSION

Consequently, the reference(s) cited by the office action do not result in the claimed invention, there was/is no motivation for such a combination of references (i.e., cited references do not teach, read on, suggest, or result in the claimed invention(s)), and the claimed inventions are not admitted to be prior art. Thus, the Applicant respectfully submits that the supporting remarks and claimed inventions, claims 1-7, 9-12, 14, 73-80, 133-140 and 195-199, all: overcome all rejections and/or objections as noted in the office action, are patentable over and discriminated from the cited reference(s), and are in a condition for allowance. Furthermore, Applicant believes that the above remarks, which distinguish the claims over the cited reference(s), pertained only to noted claim element portions. These remarks are believed to be sufficient to overcome the prior art. While many other claim elements were not discussed, Applicant asserts that all such remaining and not

discussed claim elements, all, also are distinguished over the prior art and reserves the opportunity to more particularly remark and distinguish such remaining claim elements at a later time should it become necessary. Further, any remarks that were made in response to an Examiner objection and/or rejection as to any one claim element, and which may have been re-asserted as applying to another Examiner objection and/or rejection as to any other claim element(s), any such re-assertion of remarks is not meant to imply that there is commonality about the structure, functionality, means, operation, and/or scope of any of the claim elements, and no such commonality is admitted as a consequence of any such re-assertion of remarks. As such, Applicant does not concede that any claim elements have been anticipated and/or rendered obvious by any of the cited reference(s). Accordingly, Applicant respectfully requests allowance, and the reconsideration and withdrawal of the rejection(s) and/or objection(s).

If a telephone conference would facilitate prosecution of this application in any way, the Examiner is invited to contact the undersigned at the number provided.

AUTHORIZATION

The Commissioner is hereby authorized to charge any additional fees which may be required for consideration of this Amendment to Deposit Account No. 03-1240, Order No. 17200-067US1. In the event that an additional extension of time is required, or which may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to Deposit Account No. 03-1240, Order No. 17200-067US1.

Respectfully Submitted,
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